

**Agreement amendment
between the
North Carolina Department of Public Instruction - State Board of Education and the**

(print name of School Food Authority)

**to operate the
Summer Food Service Program**

This Agreement amendment is between the North Carolina Department of Public Instruction/State Board of Education, hereinafter referred to as the "State Agency", and the School Food Authority (SFA) and covers the period from **October 1, 2014 to September 30, 2015**. The undersigned has the authority to enter this Agreement to participate in the Summer Food Service Program (SFSP) hereinafter referred to as the "SFSP," as authorized by the Child Nutrition Act.

A. It is mutually agreed between the State Agency and the SFA that:

1. The SFA will operate a nonprofit nutrition program during any period from October through September for children on school vacation; intercession, track out, or at any time of the year, in the case of SFA administering the program under a continuous school calendar system.
2. The SFA will serve meals during the designated times which meet the requirements and provisions set forth in 7 CFR 225.16 or 7 CFR 210.10 and 7 CFR 220.8.
3. The SFA will serve meals without cost to all children.
4. The SFA will supervise children and ensure they remain on site while meals are consumed.
5. The SFA will implement a free meal policy statement in accordance with 7 CFR 225.6(c)(4).
6. The SFA acknowledges that all site and administrative personnel have attended a training session provided by a SA as specified in 7 CFR 225.15(d)(1).
7. The SFA will claim reimbursement only for the types of meals specified on the Site Application and served without charge to children at approved site(s) during the approved meal service period. The meals claimed for reimbursement shall not exceed the approved level of meal service for sites(s) as required under 7 CFR 225.6(d)(2). No permanent changes will be made in the serving time of any meal unless the State Agency approves the changes.
8. The SFA will submit claims for reimbursement in accordance with 7 CFR 225.9 no later than the 10th of each month.

9. The SFA will maintain on file, all records of training, site visits, reviews, and actions taken to correct deficiencies pursuant to 7 CFR 225.15(d).
10. The SFA will maintain all program records, reports, and other documents in accordance with 7 CFR 225.15(c); upon request, make all accounts and records pertaining to the SFSP available to State, Federal, or authorized officials for audit or administrative review at a reasonable time and place. The records shall be retained for a period of three years after the end of the fiscal year to which they pertain. In the event that audit or investigative findings have not been resolved, the records shall be retained until all issues raised by the audit or investigation have been resolved.

B. General Conditions

1. This Agreement amendment is non-transferable.
2. Neither the SA nor the SFA has an obligation to renew this Agreement amendment.

Signatures

On behalf of the NC Department of Public Instruction:

Lynn Harvey, Ed.D., RDN, LDN, FAND, SNS

Print Name of Chief, School Nutrition Services

Signature

Date

On behalf of the LEA:

Print Name of Superintendent

Signature

Date

Print Name of School Nutrition Administrator

Signature

Date

This Agreement amendment does not constitute the entire Agreement between the parties with respect to subject matter thereof.